

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

MYRON WEBSTER,

Plaintiff,

Civil Action No. 2:24-cv-12035

v.

Hon. Jonathan J.C. Grey

**CONSUMER CREDIT UNION,
ARBOR PROFESSIONAL SOLUTIONS INC,**

Defendants.

**DEFENDANT CONSUMERS CREDIT UNION'S ANSWER TO THE
COMPLAINT AND AFFIRMATIVE DEFENSES**

NOW COMES Defendant Consumers Credit Union, by and through its attorneys, Holzman Law, PLLC, and for its Answer to the Complaint states as follows:

NATURE OF ACTION

1. Defendant Consumers Credit Union (“Consumers”) lacks sufficient information and knowledge to form a belief as to the truth of the allegations in this Paragraph and the allegations are therefore deemed denied (hereinafter “neither admits nor denies.”)

PARTIES

2. Consumers neither admits nor denies the allegations of this Paragraph.
3. Consumers neither admits nor denies the allegations of this Paragraph.

4. Consumers states that it is a state-chartered credit union and that its main office is located at 7200 Elm Valley Dr., Kalamazoo, MI 49009. Consumers denies any allegations inconsistent therewith and denies any remaining allegations of this Paragraph.

5. Consumers neither admits nor denies the allegation of this Paragraph.
6. Consumers neither admits nor denies the allegations of this Paragraph.
7. Consumers neither admits nor denies the allegations of this Paragraph.
8. Consumers neither admits nor denies the allegations of this Paragraph.
9. Consumers neither admits nor denies the allegations of this Paragraph.

BACKGROUND
THE FCRA

10. Consumers neither admits nor denies the allegations of this Paragraph and all of its subparts.

ALLEGATIONS

11. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

12. Consumers neither admits nor denies the allegations of this Paragraph.

13. Consumers neither admits nor denies the allegations of this Paragraph.

By way of further answer, Consumers states that an obligation of Plaintiff to Consumers was charged off in October 2023.

14. Consumers neither admits nor denies the allegations of this Paragraph.

15. Consumers neither admits nor denies the allegations of this Paragraph.
16. Consumers neither admits nor denies the allegations of this Paragraph.
17. Consumers neither admits nor denies the allegations of this Paragraph.
18. Consumers neither admits nor denies the allegations of this Paragraph.
19. Consumers neither admits nor denies the allegations of this Paragraph.
20. Consumers neither admits nor denies the allegations of this Paragraph.
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33. Consumers neither admits nor denies the allegations of this Paragraph.
34. Consumers neither admits nor denies the allegations of this Paragraph.

35. Consumers neither admits nor denies the allegations of this Paragraph.
36. Consumers neither admits nor denies the allegations of this Paragraph.
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39. Consumers neither admits nor denies the allegations of this Paragraph.
40. Consumers neither admits nor denies the allegations of this Paragraph.
41. Consumers neither admits nor denies the allegations of this Paragraph.
42. Consumers neither admits nor denies the allegations of this Paragraph.
43. Consumers neither admits nor denies the allegations of this Paragraph.
44. Consumers neither admits nor denies the allegations of this Paragraph.
45. Consumers neither admits nor denies the allegations of this Paragraph.
46. Consumers neither admits nor denies the allegations of this Paragraph.
47. Consumers neither admits nor denies the allegations of this Paragraph.

CLAIMS FOR RELIEF

COUNT 1: VIOLATION OF THE FCRA, 15 U.S.C. §1681s-2(b)(1)(A) **AGAINST DEFENDANTS CONSUMER CREDIT UNION AND ARBOR** **PROFESSIONAL SOLUTIONS INC**

48. Consumers hereby incorporates the Paragraphs above as if fully restated herein.
49. Consumers neither admits nor denies the allegations of this Paragraph.
50. Consumers neither admits nor denies the allegations of this Paragraph.

51. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

52. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

53. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

54. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

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56. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

57. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

58. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

COUNT 2: VIOLATION OF THE FCRA, 15 U.S.C. §1681s-2(b)(1)(B)
AGAINST DEFENDANTS CONSUMER CREDIT UNION & ARBOR
PROFESSIONAL SOLUTIONS INC

59. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

60. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

61. Consumers neither admits nor denies the allegations of this Paragraph.

62. Consumers neither admits nor denies the allegations of this Paragraph.

63. Consumers neither admits nor denies the allegations of this Paragraph.

64. Consumers neither admits nor denies the allegations of this Paragraph.

65. Consumers neither admits nor denies the allegations of this Paragraph.

66. Consumers neither admits nor denies the allegations of this Paragraph.

67. Consumers neither admits nor denies the allegations of this Paragraph.

68. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

69. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

70. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

71. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

COUNT 3: VIOLATION OF THE FCRA, 15 U.S.C. §1681s-2(b)(1)(C)
AGAINST DEFENDANTS CONSUMER CREDIT UNION & ARBOR
PROFESSIONAL SOLUTIONS INC

72. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

73. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

74. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

75. Consumers neither admits nor denies the allegations of this Paragraph.

76. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

77. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

78. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

COUNT 4: VIOLATION OF THE FCRA, 15 U.S.C. §1681s-2(b)(1)(D)
AGAINST DEFENDANTS CONSUMER CREDIT UNION & ARBOR
PROFESSIONAL SOLUTIONS INC

79. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

80. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

81. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

82. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

83. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

**COUNT 5: VIOLATION OF THE FCRA, 15 U.S.C. §1681s-2(b)(1)(E)
AGAINST DEFENDANTS CCU AND APS**

84. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

85. Consumers neither admits nor denies the allegations of this Paragraph.

86. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

87. Consumers neither admits nor denies the allegations of this Paragraph.

88. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

89. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

90. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

91. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

92. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

93. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

**COUNT 6: VIOLATIONS OF 15 U.S.C 1692 AGAINST
DEFENDANT ARBOR PROFESSIONAL SOLUTIONS**

94. Consumers hereby incorporates the Paragraphs above as if fully restated herein.

95. Consumers neither admits nor denies the allegations of this Paragraph.

96. Consumers neither admits nor denies the allegations of this Paragraph.

97. Consumers neither admits nor denies the allegations of this Paragraph.

98. Consumers neither admits nor denies the allegations of this Paragraph.

99. Consumers neither admits nor denies the allegations of this Paragraph.

100. Consumers neither admits nor denies the allegations of this Paragraph.

101. Consumers neither admits nor denies the allegations of this Paragraph.

102. Consumers neither admits nor denies the allegations of this Paragraph.

103. Consumers neither admits nor denies the allegations of this Paragraph.

104. Consumers neither admits nor denies the allegations of this Paragraph.

105. Consumers denies the allegations of this Paragraph pertaining to it and neither admits nor denies the remaining allegations of this Paragraph.

106. Consumers denies the allegations of this Paragraph and its subparts pertaining to it and neither admits nor denies the remaining allegations of this Paragraph and all of its subparts.

WHEREFORE, Defendant Consumers Credit Union respectfully requests that this Honorable Court grant it the following relief:

- A. Dismiss the claims against it with prejudice;
- B. Award it its costs and attorney fees incurred in this action; and
- C. Grant it any further relief that this Court deems appropriate.

Respectfully submitted,

Dated: August 27, 2024

HOLZMAN LAW, PLLC

/s/ Michael V. Krempa
Charles J. Holzman (P35625)
Michael V. Krempa (P76494)
Attorneys for Defendant
Consumers Credit Union, only.
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Southfield, MI 48034
T: (248) 352-4340
mkrempa@holzmanlaw.com

AFFIRMATIVE DEFENSES

NOW COMES Defendant Consumers Credit Union, by and through its attorneys, Holzman Law, PLLC, and for its Affirmative Defenses, states as follows:

1. Plaintiff's claims are subject to a binding arbitration provision.
2. Plaintiff may lack standing to assert claims against Consumers Credit Union.
3. Plaintiff has failed to state a claim upon which relief may be granted.
4. Consumers Credit Union at all times acted reasonably and in good faith.
5. Plaintiff failed to meet the threshold requirement of alleging that Consumers Credit Union provided false information, information with material omissions or information that created a materially misleading impression.
6. Consumers Credit Union accurately reported Plaintiff's tradeline.
7. Consumers Credit Union conducted a reasonable investigation into Plaintiff's dispute.
8. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.
9. Plaintiff's claims are barred, in whole or in part, by 15 USC § 1681h(e), 15 USC § 1681s-2(c), and/or 15 USC § 1681t.
10. Consumers Credit Union complied with the Fair Credit Reporting Act and is entitled to all defenses provided therein, including all limitations on liability.
11. Plaintiff has no damages and/or failed to mitigate his damages.

12. Plaintiff's damages, if any, are the result of acts or omissions committed by Plaintiff or others over whom Consumers Credit Union has no responsibility or control.

13. Any and all damages to Plaintiff relating to claims of poor credit and other alleged consequential damages, were caused by Plaintiff's failure to make regular, on-time payments and/or other intervening causes out of the control of Consumers Credit Union.

14. Plaintiff's claim to punitive or exemplary damages violates Consumers Credit Union's rights under the United States Constitution and/or the Michigan Constitution, including the amendments thereto.

15. Plaintiff's action was brought in bad faith and Consumers Credit Union is entitled to recover its attorney fees from Plaintiff. 15 USC §1681n(c); 15 USC §1681o(b).

16. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

17. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

18. Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.

19. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

20. Plaintiff's claims may be barred by release, discharge, and/or accord and satisfaction.

21. Plaintiff's claims may be barred by the statute of limitations or contractual limitations period.

22. Plaintiff's claims are devoid of arguable legal merit and lack a basis in fact, and sanctions should be assessed against him.

23. Consumers Credit Union's liability is limited by contract.

24. Consumers Credit Union is entitled to a setoff for all amounts due and owing to it.

25. Consumers Credit Union reserves the right to supplement and/or amend these Affirmative Defenses.

WHEREFORE, Defendant Consumers Credit Union respectfully requests that this Honorable Court grant it the following relief:

- A. Dismiss the claims against it with prejudice;
- B. Award it its costs and attorney fees incurred in this action; and
- C. Grant it any further relief that this Court deems appropriate.

Respectfully submitted,

Dated: August 27, 2024

HOLZMAN LAW, PLLC

/s/ Michael V. Krempa

Charles J. Holzman (P35625)
Michael V. Krempa (P76494)
Attorneys for Defendant
Consumers Credit Union, only.
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T: (248) 352-4340
mkrempa@holzmanlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2024, I electronically filed the foregoing and any exhibits with the Clerk of the Court using the ECF system which will send notification of such filing to all parties of record. I further certify that copies of the foregoing were mailed to the following parties via first class mail with postage fully prepaid:

Myron Webster
9180 West Walden Drive
Belleville, MI 48111

/s/Samantha Kennedy

Samantha Kennedy, Legal Assistant